

EASEMENT AND NON-INTERFERENCE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of June, 1998 by and between John L. Reed and Norma G. Reed of North Dartmouth, Bristol County, Massachusetts, (the "Reeds") and the Settling Defendants as defined in a Consent Decree filed with the United States District Court for the District of Massachusetts on February 9, 1989 in U.S. v. ADAC Corporation et al. (Civil Action No. 89-0307-S) and in Commonwealth of Massachusetts v. ADAC Corporation et al (Civil Action No. 89-0307-S) (the "Consent Decree"), which Consent Decree was entered by said Court on May 31, 1989.

WITNESSETH:

WHEREAS, the Reeds are the owners of certain real property located on North Hixville Road in North Dartmouth, Bristol County, Massachusetts, as more particularly described in Exhibit A hereto which is made part hereof (the "Reeds' Land");

WHEREAS, portions of the Reeds' Land (the "1989 Easement Area"), which are depicted on the plan entitled "Easement Plan - Exhibit B 'ReSolve Superfund Site North Dartmouth, MA" dated February 15, 1991 prepared by Danson Surveying & Engineering Co. and recorded with the Bristol County Southern District Registry of Deeds (the "Registry of Deeds") in Plan Book 127, Page 35, are subject to an Easement and Non-Interference Agreement dated July 8, 1989 which is recorded with the Registry of Deeds at Book 2628, Page 300 (the "1989 Easement Agreement");

WHEREAS, the 1989 Easement Area comprises part of the ReSolve Superfund Site, a site designated pursuant to the provisions of the Comprehensive Environmental Response,



Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA") in September, 1983 by the United States Environmental Protection Agency (hereinafter "EPA") as a Superfund National Priorities List Site (the "Site");

WHEREAS, EPA, The Commonwealth of Massachusetts (the "Commonwealth") and the Settling Defendants have entered into the Consent Decree pursuant to which the Settling Defendants are authorized and required to perform certain response actions at the Site (hereinafter the "Work");

WHEREAS, the Consent Decree provides that the Settling Defendants shall secure access to the Site for the Settling Defendants, EPA, the Commonwealth and their respective authorized representatives or agents, for purposes of the performance of the Consent Decree;

WHEREAS, that part of the Work constituting the Source Control Remedy has now been completed and that part of the work constituting the Management of Migration Remedy is still being performed and will continue to be performed in the future;

WHEREAS, it is appropriate to modify both the scope of the 1989 Easement Agreement and the extent of the 1989 Easement Area to reflect the completion of the said Source Control Remedy and the continuation of the said Management of Migration Remedy; and

WHEREAS, the Reeds are willing to grant to the Settling Defendants, EPA, the Commonwealth and their respective representatives, agents, employees, contractors and sub-contractors (hereinafter individually and collectively referred to as the "Benefited Parties") the

modified easement rights in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the Settling Defendants' conducting the Work and other activities authorized by or related to the Consent Decree, of the covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Easements.

The Benefited Parties and their successors and assigns are hereby granted the right and easement to enter upon those portions of the Reeds' Land which are depicted as "Easement Area I", "Easement Area II" and the access corridors providing access to the four pairs of monitoring wells currently designated as "NN/NS", "ON/OS", "PN/PS" and "W-5D/W-5S" which lie on the Reeds' land southerly of Carol's Brook (said portions of the Reeds' land being collectively referred to as the "Revised Easement Areas"), all as shown on the plan entitled "Easement Plan of 'Revised Easement Areas' ReSolve Superfund Site North Dartmouth, MA" dated ^{January 8} ~~A~~ 1998 ^{ML} ^{TR.} ^{JP} ^{JH}
 PLAN BOOK 140 PAGE 40
 prepared by Danson Surveying & Engineering Co. to be recorded herewith with the Registry of Deeds (the "Revised Easement Plan"), with men, vehicles and equipment and machinery in order to plan for, undertake and conduct that portion of the Work and other activities authorized by or related to the Consent Decree which involves:

- (a) installing, maintaining, repairing or replacing one or more monitoring and extraction wells and related piping, conduits and utilities;

- (b) monitoring, sampling, extracting, treating or removing surface water and/or groundwater;
- (c) erecting, maintaining, repairing and replacing fences on and around the Revised Easement Area; and
- (d) constructing, erecting, installing and maintaining, repairing and replacing access roads, buildings or other structures, utilities, drainage pipes, ditches, conduits and such other improvements as may be necessary or desirable in connection with the implementation of the Management of Migration Remedy and completion of the remaining Work.

Notwithstanding the foregoing, any Work to be undertaken or conducted on those portions of the Revised Easement Areas which lie southerly of Carol's Brook as shown on the Revised Easement Plan shall be limited to monitoring, sampling, maintaining, repairing or replacing (if and to the extent necessary) the four pairs of monitoring wells currently designated as "NN/NS", "ON/OS", "PN/PS" and "W-5D/W-5S" on the Revised Easement Plan. In addition, any roads or other access structures which are installed on or in those portions of the Revised Easement Areas which lie southerly of Carol's Brook as shown on the Revised Easement Plan in order to provide vehicular access to said four pairs of monitoring wells shall be temporary and shall be removed promptly upon completion of the Work involved.

2. Restoration.

The Settling Defendants, acting by and through the ReSolve Site Group, an unincorporated association made up of the Settling Defendants (the "ReSolve Site Group"), agree to perform the restoration work with respect to the Revised Easement Areas in accordance with the terms of the Consent Decree; and this shall constitute the Settling Defendants', the

ReSolve Site Group's and each of their respective successor's and assign's sole and exclusive obligation and liability with respect to the restoration of all or any portion of the Revised Easement Areas as a consequence of the performance of the Work and all other activities authorized by or related to the Consent Decree.

3. Non-Interference With the Work.

The Reeds covenant and agree that neither they nor their heirs, executors, administrators, personal representatives, successors or assigns (including, without limitation, their successors in title to the real estate described in Exhibit A hereto) nor any person claiming by, through or under them shall take or cause to be taken any action(s) which will interfere in any way with the performance of the Work or any other activity authorized by or related to the Consent Decree.

4. Easement Payments.

As payment in full for the easement rights granted, and other covenants and agreements made, by the Reeds pursuant to this Agreement, the ReSolve Site Group shall pay to the Reeds the annual sum of \$5,500.00 for each year (commencing July 1, 1997) during which this Agreement remains in force. The first annual payment of \$5,500.00 for the period of July 1, 1997 through June 30, 1998 shall be completed at the time this Agreement is recorded with the Registry of Deeds by the ReSolve Site Group's supplementing the \$5,000 already paid to the Reeds on or before July 1, 1997 under the 1989 Easement Agreement with an additional payment of \$500.00. Each subsequent annual payment of \$5,500.00 shall be due and payable on July 1 of each ensuing year. If this Agreement is terminated pursuant to paragraph 6 thereof prior to the end of a yearly period on account of the Reeds have previously received an annual payment of \$5,500.00, such payment shall be prorated on a daily basis for the number of days which passed

in the yearly period prior to the date of termination; and based on such proration, the amount of the overpayment shall be refunded to the ReSolve Site Group.

5. Indemnification.

The ReSolve Site Group agrees to indemnify the Reeds against and hold them harmless from all loss, liability, damage and expense, including reasonable attorneys' fees, on account of any claims or lawsuits which may be asserted or brought against them as a result of the Work being conducted pursuant to the Consent Decree on those portions of the Reeds' Land which are subject to this Agreement.

6. Termination.

The easements granted by this Agreement, together with the covenants set forth herein, shall terminate and this Agreement shall no longer be of any force and effect only upon the Settling Defendants' (acting by and through the aforesaid ReSolve Site Group or its then successor entity) executing and recording with the Registry of Deeds (or any successor office of public records thereto) an instrument which terminates this Agreement.

7. Relationship to the 1989 Easement Agreement.

This Agreement is intended to modify and supersede the terms of the 1989 Easement Agreement and, as such, once this Agreement is executed and delivered by the Reeds and duly recorded with the Registry of Deeds, it shall be deemed to have superseded and terminated both the 1989 Easement Agreement and an unrecorded letter agreement dated June 27, 1989 relating to the 1989 Easement Agreement, so that henceforth the only Easement and Non-Interference Agreement by and between the Reeds and the Settling Defendants which shall remain in full force and effect with respect to the Reeds' Land shall be this Agreement.

8. Governing Law; Interpretation.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be liberally interpreted so as to effect its remedial purpose of ensuring access to the Revised Easement Areas and the Site for purposes of performance of the Work and all other activities authorized by or related to the Consent Decree and of ensuring non-interference with the performance of the Work and said other activities.

9. Full Integration; Binding Effect.

Consistent with the provisions of paragraph 7 hereof, this Agreement shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter hereof and shall supersede and terminate all other prior or contemporaneous understandings and agreements, whether oral or written, with respect to said subject matter. This Agreement shall be binding upon all heirs, executors, administrators, personal representatives and successors and assigns of the parties hereto.

10. Notices.

All notices, requests, demands or other written communications shall be deemed duly given at such time as they are deposited into the United States mails sent by certified or registered mail, return receipt requested, addressed to:

In the case of the Reeds:

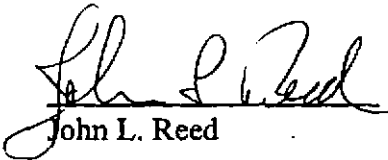
John L. Reed and Norma G. Reed
1269 North Hixville Road
North Dartmouth, Massachusetts 02747

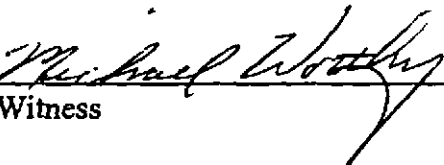
In the case of the
ReSolve Site Group:


ReSolve Site Group
c/o Mintz, Levin, Cohn, Ferris, Glovsky and
Popeo, P.C.
Attn: Michael P. Last, Esquire
One Financial Center
Boston, Massachusetts 02111

IN WITNESS WHEREOF, this Easement and Non-Interference Agreement has been signed, sealed and delivered by the undersigned as of the date first above written.


Witness

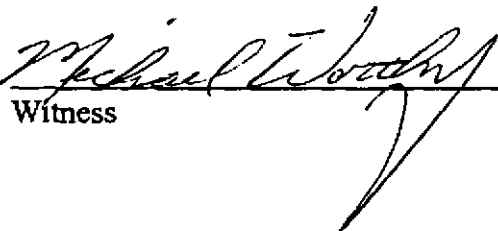

John L. Reed



Witness


Norma G. Reed

ReSolve Site Group, an
Unincorporated Association of
the Settling Defendants

By: Mintz, Levin, Cohn, Ferris, Glovsky and
Popeo, P.C., Its Executive Director


Witness

By: 
Michael P. Last

LITDOCS: 1019297.1 (1%ht011.doc)
06/11/98 11:25

Bristol County, ss

June 11, 1998

Then personally appeared before me Michael P. Last and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the ReSolve Site Group, before me.


My commission expires:

MY COMMISSION EXPIRES
NOVEMBER 23, 2001

LITDOCS: 1019297.1 (1%ht011.doc)
06/23/98 16:47

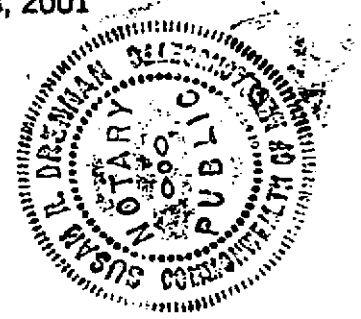


EXHIBIT A TO EASEMENT AND NON-INTERFERENCE AGREEMENT

Parcel I

The land in North Dartmouth, Bristol County, Massachusetts which is bounded and described as follows: viz:-

Beginning at the southwesterly corner thereof at a point in the easterly line of North Hixville Road and at the northwesterly corner of land of George Brun, thence running easterly in line of the wall and partly in line of last named land and partly in line of other land of the Grantee 216 feet to the corner of the wall; thence running northerly in line of the wall and in line of other land of the Grantee 258 feet to the corner of a wall at other land of the Grantee, thence running westerly in line of the wall in line of last named land 216 feet to the said easterly line of said North Hixville Road and thence running southerly in said easterly line of said Road 258 feet to the place of beginning.

Being the premises conveyed to John L. Reed and Norma G. Reed by deed of John L. Reed and Norma G. Reed, Trustees of Reed Realty Trust, dated September 14, 1987, recorded with the Bristol County Southern District Registry of Deeds in Book 2048, Page 751.

Parcel II

Also another certain lot of land situated in said North Dartmouth on the easterly side of the road leading northerly from the Village of Hixville and bounded and described as follows:

Bounded on the north by land formerly occupied by Mary W. Macomber;

On the east by the Mill Road or stream;

On the south by the land formerly of Joseph Briggs, Jr.; and

On the west by the aforesaid road;

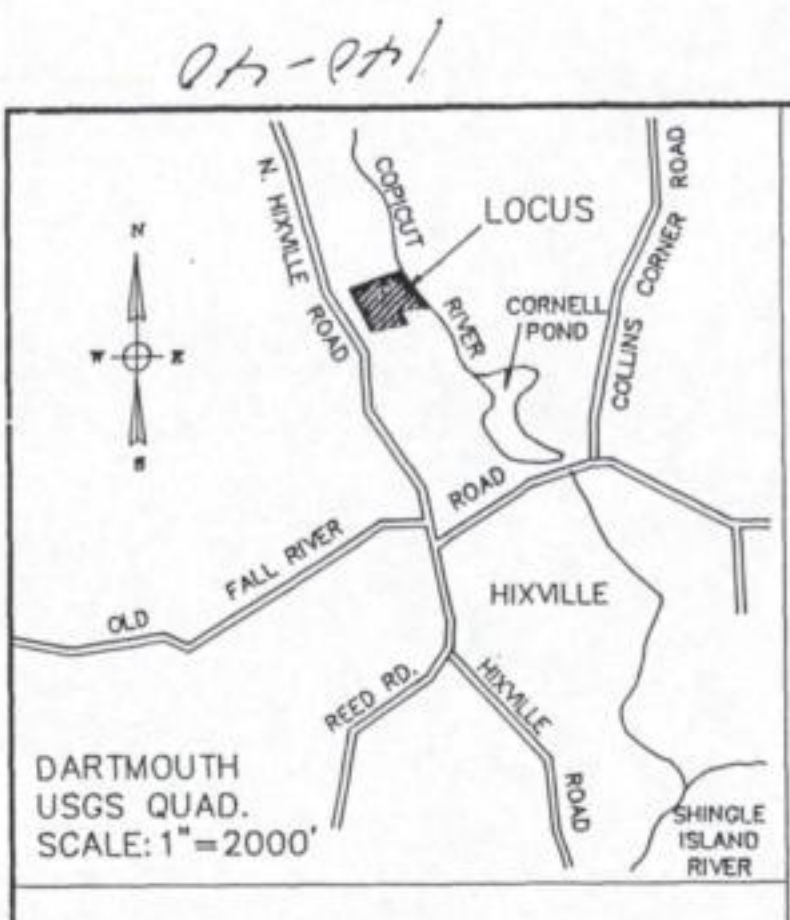
Being the same premises conveyed to John L. Reed and Norma G. Reed by deed of John L. Reed and Norma G. Reed, Trustees of Reed Realty Trust, dated September 4, 1987 recorded in the Bristol County South District Registry of Deeds in Book 2047, Page 776.

A true copy of instrument as recorded in
Bristol County (S.D.) Registry of Deeds
In Book 4146 Page 283
ATTEST:

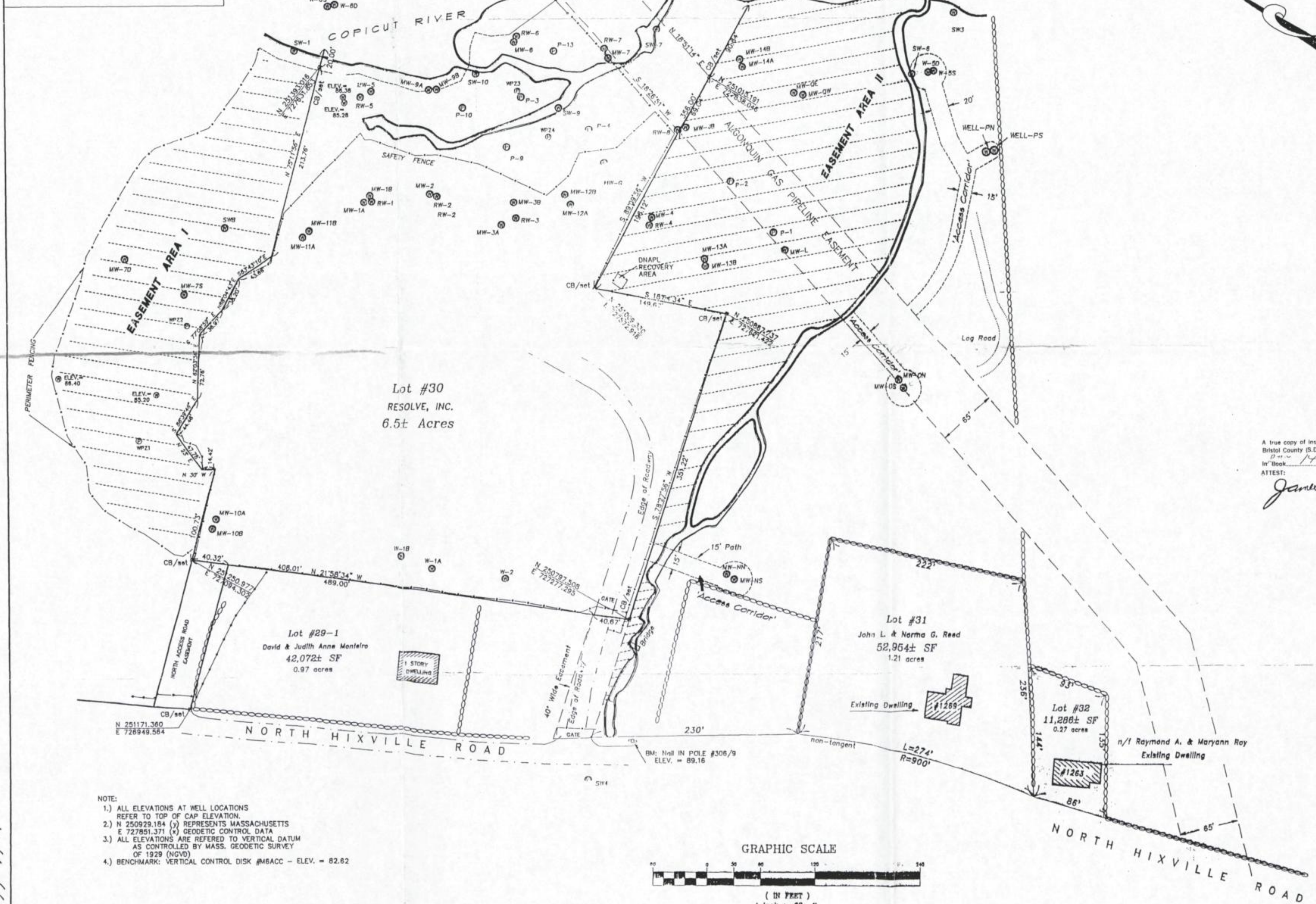
James F. Harvey
REGISTER

Received & Recorded April 26, 1991 at 2 hrs. 56 min. P. M.

Attest: *John James* Register



REC'D & RECORDED
JUN 26 PM 12:32
REGISTERED
BOSTON
STANDARD & METRIC



A true copy of instrument as recorded in
Bristol County (S.D.) Registry of Deeds
Book 140 Page 41
ATTEST:
James L. Henry
REGISTER

LEGEND	
STONE WALL	— — — — —
CHAIN LINK FENCE	— — — — —
EDGE OF PAVEMENT	— — — — —
PROPERTY LINE	— — — — —
WETLAND DELINEATION	— — — — —
EXISTING WELL	ELEV. 87.22
WETLAND PIEZOMETER LOCATION	WP24
PROPOSED PATH	— — — — —

I CERTIFY THAT THIS ACTUAL SURVEY WAS MADE ON THE GROUND
DURING OCTOBER OF 1997 AND NOVEMBER OF 1997 FOR AREAS WHICH ARE
SHOWN HEREON AND THAT THE ACCURACY AND METHODS MEET
THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF
LAND SURVEYING IN THE STATE OF MASSACHUSETTS.

I FURTHER CERTIFY THAT THE ELEVATIONS SHOWN HEREON WERE OBTAINED
BY ELECTRONIC DATA COLLECTION METHODS.

25 June 98 *[Signature]*

- NOTE:
- 1.) ALL ELEVATIONS AT WELL LOCATIONS
REFER TO TOP OF CAP ELEVATION.
 - 2.) N 250929.184 (V) REPRESENTS MASSACHUSETTS
E 727851.371 (X) GEODETIC CONTROL DATA
 - 3.) ALL ELEVATIONS ARE REFERRED TO VERTICAL DATUM
AS CONTROLLED BY MASS. GEODETIC SURVEY
OF 1929 (NGVD)
 - 4.) BENCHMARK: VERTICAL CONTROL DISK #M6ACC - ELEV. = 82.82

JOB NO.:	97144	EASEMENT PLAN OF 'REVISED EASEMENT' AREAS Resolve Superfund Site - DARTMOUTH, MA Prepared for ENSR - Consulting*Engineering*Remediation 35 NAGOG PARK ACTON, MA. 01720
DRAWN:		
REVIEWED:	DAM	
DATE:	2 DEC 97	
REVISED:	8 JAN 98	
CADD FILE:	97144.DWG	 DANSON SURVEYING & ENGINEERING CO. 201 Middle Street New Bedford, MA 02740 508-994-6989 FAX 508-991-4424
DWG. #	1454	
SCALE:	1" = 60'	

